

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Troy D. Conver	<u>Debtor(s)</u>	CHAPTER 13
MIDFIRST BANK	<u>Secured Creditor</u>	
vs.		NO. 19-11792 PMM
Troy D. Conver	<u>Debtor(s)</u>	
Scott F. Waterman	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The March 11, 2021 Order is hereby vacated, and the Stay is reinstated as to the Property located at 1197 Conestoga Boulevard, Conestoga, PA 17516.
2. The post-petition arrearages have been cured, and Debtor(s) is/are current on post-petition loan payments through July 2021.
3. Debtor(s) shall maintain post-petition contractual monthly loan payments due to Movant going forward, beginning with the payment due August 1, 2021 in the amount of \$1,116.46.
4. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Secured Creditor shall adjust the account accordingly.
5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, the Secured Creditor shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Secured

Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting the Secured Creditor relief from the automatic stay.

6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived .

7. If the case is converted to Chapter 7, the Secured Creditor shall file a Certification of Default with the court and the court shall enter an order granting the Secured Creditor relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

9. The provisions of this stipulation do not constitute a waiver by the Secured Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 22, 2021

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz Esq.
Attorney for Secured Creditor

June 23, 2021
Date: _____

/s/ Brenna Hope Mendelsohn, Esquire
Brenna Hope Mendelsohn Esq.
Attorney for Debtor(s)

Date:

6/24/2021

Rolando Ramos for

Scott F. Waterman, Esq.
Chapter 13 Trustee

Approved by the Court this ___ day of _____, 2021. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge
Patricia M. Mayer